

Council Report

To:

The Honorable Mayor and City Council

From:

Ruby C. Johnson, Purchasing Director

Purchasing Department

Date:

September 11, 2012

RE

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PROVISION OF CIVIL ENGINEERING AND OTHER RELATED SERVICES AS REQUIRED FOR THE FORCE MAIN TRANSMISSION PIPING UPGRADES PROJECT, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN RFQ #38-09-10 CONTINUING PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

RECOMMENDATION

Staff is recommending that the Mayor and Council authorize the City Manager to award Work Order No. 4 under RFP 38-09-10 / Civil Engineering to Kimley-Horn & Associates, Inc for the design services for the Force Main Transmission Piping Upgrade in the amount not to exceed \$199,755.

BACKGROUND

The project consists of providing engineering design, permitting, contract documents, bidding assistance and construction-phase services for the installation of 1,450± LF of 10" force main and 3,000± LF of 16" force main within the project areas. The project areas include the following City of North Miami roadways:

- N.W. 2nd Avenue between N.W. 135th Street and N.W. 131st Street
- N.W. 131st Street from N.E. 12th Avenue to N.E. 8th Avenue

Kimley Horn & Associates, Inc was selected to do this project as they were prequalified on the City's Architectural & Engineering Services contract.

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Kimley Horn has committed to subcontract work from this project to two local vendors Wingerter Laboratories (Geotechnical and subsurface Utility Engineering Services) and A. R. Toussaint (Surveying).

Attachments

Resolution Proposal Local Preference Commitment

RESOLUTION NO.	
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A RESOLUTION OF THE MAYOR AND CITY COUNCIL THE NORTH MIAMI, OF MANAGER AND CITY AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PROVISION OF CIVIL ENGINEERING AND OTHER RELATED SERVICES AS REQUIRED FOR THE FORCE MAIN TRANSMISSION PIPING UPGRADES PROJECT, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND **SPECIFICATIONS** CONTAINED IN **RFQ** #38-09-10 CONTINUING PROFESSIONAL ARCHITECTURAL & ENGINEERING **SERVICES**; **PROVIDING** FOR EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on June 3, 2010, the City of North Miami ("City") advertised *Request for Qualifications #38-09-10, Continuing Professional Architectural & Engineering Services* ("RFQ"), for the purpose of retaining experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed basis, the following specific services: Architecture, Landscape Architecture, Civil Engineering, Panning and Urban Design, Traffic Engineering and Transportation Consulting, and Water Resource/Water Supply Related Services; and

WHEREAS, the RFQ was undertaken in accordance with Florida's Consultants' Competitive Negotiation Act under Section 287.055, Florida Statues; and

WHEREAS, Kimley-Horn and Associates, Inc. ("Contractor"), responded to the RFQ and was selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on September 15, 2010, the Mayor and City Council passed and adopted Resolution No. 2010-88, approving the selection of Contractor for the provision of Services on a continuing basis; and

WHEREAS, the City is in need of Civil Engineering and other related services to conduct the force main transmission piping upgrades along Northwest 2nd Avenue, between Northwest 135th Street and Northwest 131st Street, and along Northwest 131st Street, from Northeast 12th Avenue to Northeast 8th Avenue ("Services"); and

WHEREAS, the City administration respectfully requests that the Mayor and City Council of the City of North Miami, authorize the City Manager and City Attorney to negotiate and execute an agreement between the City and Contractor, to accomplish the aforementioned Services.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute an agreement between the City of North Miami and Kimley-Horn and Associates, Inc., for the provision of Civil Engineering and other related Services as required for the force main transmission piping upgrades project, in accordance with the terms, conditions and specifications contained in RFQ #38-09-10 Continuing Professional Architectural & Engineering Services.

This Resolution shall become effective immediately
vote of the Mayor and City Council of the
_ day of September, 2012.
ANDRE D. PIERRE, ESQ.
MAYOR
<u> </u>

SPONSORED BY: CITY ADMINISTRATION

	Moved by:
	Seconded by:
Vote:	
Mayor Andre D. Pierre, Esq.	(Yes)(No)
Vice Mayor Jean R. Marcellus	(Yes) (No)
Councilperson Michael R. Blynn, Esq.	(Yes)(No)
Councilperson Scott Galvin	(Yes)(No)
Councilperson Marie Erlande Steril	(Yes)(No)



August 6, 2012

Mr. Aleem Ghany, P.E. Public Works Director City of North Miami 776 NE 125th Street North Miami, FL 33161

Re: Proposal for Engineering Consulting Services

Force main transmission piping upgrades along N.W. 2nd Avenue between N.W. 135th

Street and N.W. 131st Street and along N.W. 131st Street from N.E. 12th Avenue to

N.E. 8th Avenue

Dear Mr. Ghany:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "KHA"), in connection with the City of North Miami's "Professional Architectural and Engineering Services Civil/Environmental Engineering; RFQ#38-09-10" is pleased to have the opportunity to submit this proposal to the City of North Miami, (hereinafter referred to as "Client" or "City") to provide professional engineering services for the preparation of construction documents to serve the above-referenced project.

This project consists of force main transmission piping upgrades along N.W. 2nd Avenue between N.W. 135th Street and N.W. 131st Street and along N.W. 131st Street from N.E. 12th Avenue to N.E. 8th Avenue.

The following is our scope of services and fee.

SCOPE OF SERVICES

The scope of services for the project will be completed by the Consultant and its sub-consultants: Tuossant & Associates, Inc. for surveying and Wingerter Laboratories, Inc. for geotechnical and subsurface utility engineering services.

In general, the project consists of providing engineering design, permitting, contract documents, bidding assistance and construction-phase services for the installation of $1,450\pm$ LF of 10" force main and $3,000\pm$ LF of 16" force main within the project areas. The project areas include the following City of North Miami roadways:

- N.W. 2nd Avenue between N.W. 135th Street and N.W. 131st Street
- N.W. 131st Street from N.E. 12th Avenue to N.E. 8th Avenue

The scope of services does not include a Basis of Design Report (BODR), feasibility and/or route study.

Task 1 - Topographic Survey

The consultant will provide a topographic survey prepared by a Florida registered professional land surveyor meeting horizontal and vertical requirements for design survey. The survey will be used as the base map for overlaying the proposed design, and will consist of approximately 5,000 LF of roads, including the 25-foot radius returns outside the intersection limits. During this phase, the consultant will perform the following tasks:

- 1) Set centerline controls, tie the survey to Section Corners, and set baselines.
- 2) Set elevation control along the selected roadways.
- 3) Provide roadway right of way topographic data, including intersecting streets to 25 feet beyond the point of radius return.
- 4) Provide roadway elevation cross-sections along the selected roadways at 100 feet intervals, including intersecting street cross-sections.
- 5) Compile data and prepare CADD drawings using AutoCAD 2009 or later and provide the client both CADD files and certified survey in hardcopy.

KHA will submit two prints of the survey to the City for review prior to completion. The review prints will be returned to the City with the final survey drawings. KHA will attend one meeting to review survey data with the City.

Deliverables

- Basemap survey plan in digital format (ACAD 2009 or later) prepared by a professional land surveyor registered in the State of Florida.
- Signed/sealed hardcopies of the survey as required for permitting

Schedule

The total time anticipated to produce the survey is four (4) weeks from receipt of the *Notice* to *Proceed*.

Task 2 - Geotechnical Services

The scope of geotechnical services will include the performance of soil borings, laboratory testing, data evaluation, engineering analysis, construction recommendations and considerations for the installation of the proposed force mains. The findings will be presented in a Geotechnical Report prepared for the project. Soil borings will be performed at a maximum spacing of one (1) boring per every 500 feet of force main length. The borings will extend to a depth of 15 feet below the existing ground surface.

Deliverables

Two copies of geotechnical report signed and sealed by professional engineer.

Schedule

The total time anticipated to perform the borings, laboratory testing and produce the geotechnical report is four (4) weeks from receipt of the *Notice to Proceed*.

Task 3 - Subsurface Utility Exploration

The Consultant shall retain the services of a Subsurface Utility Exploration company in an effort to locate and mark underground utilities in select areas of the project as determined by the engineer. The work shall include locating: gas, water, sewer, electric, telecommunications and cable television where possible. It is estimated that field efforts will take approximately ten days and will include up to fifty (50) "soft dig" locations. Note, "soft dig" is defined as 1) exposing and confirming the utility and providing horizontal and vertical data (test hole), 2) cutting and removing sod, asphalt or concrete surface at the selected locations, 3) using vacuum excavation techniques to safely expose the facility, 4) measure and record the depth to the top of the facility, and 5) back fill the test hole with native soil, compact in lifts and provide restoration of surface. This information will be used in the plan production of the proposed force main improvements.

Note: Utility locations will be provided by Consultant in an effort to reduce the likelihood of damage during excavation. The Client understands that locating underground utilities is not an exact science. As such, Consultant does not guarantee that all utilities will be able to be verified in the field by this technology.

Deliverables

- Horizontal alignment sketches designating existing utilities as detected from the surface.
 The sketches will include photographs of spray paint markings produced in the field.
- Test hole results report listing size, depth from surface and type of material found.
- Install an identifiable above ground marker at the test hole location consisting of a nail and disk in asphalt, or iron rod and cap with survey stake in grassed areas.

Schedule

The total time anticipated to produce the sketches, photographs and test hole reports is within four (4) weeks of having received the City's approval of the 30% plans (Task 4 below).

Task 4 –30% Construction Drawings

During this phase, the consultant will perform the following tasks:

- 1) Attend a kick-off meeting with City staff
- Contact utility owners/companies (including City) and request any available information depicting the locations and configuration of existing utilities within and around the project area.
- 3) Catalog any utility record drawings received from utility companies and track responses in a utility matrix.

- 4) Perform site walk-through to verify the information on the route survey prepared in Task 1, take photographs and make notations regarding existing conditions.
- 5) Attend a site visit with City Lift Station field staff to observe existing Lift Stations "B" and "H".
- 6) Attend coordination meetings with regulatory agencies having jurisdiction over the project to discuss permitting requirements and prepare a permit matrix with agency names, permit types, required fees, estimated durations for approval, permit/approval numbers, issue and expiration dates.
- 7) Identify the needs, if any, to obtain temporary and/or permanent easements in order to construct proposed improvements. Easements or right-of-way acquisitions are to be addressed by City staff.
- 8) Using the topographic survey performed in Task 1 and CAD drawing files provided by City, overlay the "best available" locations of existing underground utilities in CAD and create a base map on which the design will be developed.
- 9) Using the CAD base map as background, prepare a horizontal alignment for proposed force main transmission system.
- 10) Meet with City to discuss proposed horizontal alignments.
- 11) Prepare 30% construction drawings consisting of the following:
 - a. Cover sheet with location map and index of sheets
 - b. General notes sheet and standard detail references
 - c. Force main transmission system key map
 - d. Force main transmission system plans (8 sheets @ scale to meet permit requirements)
 - e. Draft Specifications
 - f. Horizontal and vertical alignment
- 12) Submit the 30% construction drawings to City for review and meet with City to discuss. After review, address reasonable review comments and resubmit to City.
- 13) Provide a preliminary engineer's opinion of probable construction costs for proposed improvements.

Deliverables

- Four sets of the 30% construction drawings in 24" x 36" format.
- Engineer's opinion of Preliminary probable construction cost for the proposed improvements.
- Draft Specifications.

Schedule

The consultant will provide the services outlined in Task 4 within eight (8) weeks of having received the completed topographic survey (Task 1).

Once the 30% construction drawings have been approved by the City, these will be used as the basis for preparing the 90% construction drawings. At this point, any changes requested by the City to the approved horizontal alignment due to reasons other than unforeseen conditions will be considered additional services. The intent of this task is to further develop the 30% construction drawings previously approved in Task 4 and prepare a design denoting the proposed horizontal and vertical alignment for the proposed force main transmission system as follows:

- 1) The consultant will provide drawings further refining the proposed horizontal alignments of proposed systems, and develop profile views showing the preliminary vertical alignments in reference to existing utilities.
- 2) The profile views will provide the "best available" locations, depths and sizes of existing underground utilities that cross and may be in potential conflict with proposed mains.
- 3) In areas of potential conflicts with existing utilities, limited subsurface utility exploration (SUE) will be performed as described in Task 3 to accurately identify the horizontal and vertical locations of the conflicting utility.
- 4) The profile views will indicate proposed installation depths, vertical clearance from existing utility crossings, where vertical deflections or fittings are required, and recommended locations for air release valves.
- 5) The consultant will meet with City staff to review the proposed horizontal and vertical alignments.
- 6) Upon review of the proposed vertical alignment by the City, the consultant will prepare 90% construction drawings consisting of the following:
 - a. Further development of the force main transmission system plans (8 sheets @ 1:20 scale)
 - b. Provide additional project-specific construction notes on the drawings.
 - c. Miscellaneous and special construction details (2 sheets)
 - d. NPDES notes and details (2 sheets)
- 7) The consultant will submit the 90% construction drawings to the City for review and meet with the City to discuss. After review, the consultant will address reasonable review comments and resubmit to the City.
- 8) Once approved by the City, the consultant will submit copies of the 90% construction plans to affected utility companies for coordination and will prepare/submit plans sets to the regulatory agencies identified in Task 7 below to begin the regulatory process.
- The consultant will update the engineer's opinion of probable construction costs for proposed improvements

Deliverables

- Four sets of the 90% construction drawings in 24" x 36" format.
- Updated engineer's opinion of probable construction cost for the proposed improvements.

Schedule

The consultant will provide the services outlined in Task 5 within eight (8) weeks of having received the City's approval of the 30% plans.

Task 6 - Final Construction Drawings

- 1) Upon receiving comments from the regulatory agencies listed under Task 7, the consultant will address reasonable review comments and incorporate them, if needed, as revisions to the final plans.
- 2) The proposed horizontal and vertical alignments will be adjusted, if needed, to reflect findings from SUE.
- 3) Upon acceptance by the regulatory agencies, the consultant will update the construction plans to final and submit to the City for review.
- 4) The consultant will attend one meeting with the City to review the final plans. The consultant will address City comments and incorporate one last round of revisions to produce final construction drawings.

Deliverables

- Four sets of the final construction drawings in 24" x 36" format.
- Final engineer's opinion of probable construction costs.

Schedule

The consultant will provide the services outlined in Task 6 within four (4) weeks of receiving regulatory approvals under Task 7.

Task 7 - Regulatory Assistance

The consultant will prepare and submit applications, calculations, supporting documents and plans for review by the following agencies:

- Florida Department of Transportation (FDOT) Review of plans for work within State right-of-way.
- Miami-Dade County Public Works Department Review of plans for work within Miami-Dade County right-of-way.
- City of North Miami Public Works Department Review of plans for work within City right-of-way.
- Miami-Dade County Department of Regulatory and Economic Resources (DRER) (formerly PERA, formerly DERM) Wastewater Section / FDEP – Proposed force main construction permit.
- FDEP NPDES for large construction projects. The consultant will prepare NPDES details, notes and permit application. The permit is to be applied for by selected Contractor.
- FDEP Sewer construction.

No other agency approvals are anticipated or included in this scope of services other than those identified above. The consultant will address one (1) round of reasonable review comments and requests for information from the permitting agencies.

Schedule

It is anticipated that the services outlined in Task 7 may be provided within twelve (12) weeks of obtaining approval for 90% plans from the City. The schedule is subject to change based on Agency review duration.

Task 8 - Contract and Bid Documents Phase

The consultant will prepare technical specifications and make them site and project specific. Standard City "front-end" documents will also be provided by the City. The intent of the specifications is to detail the activities, materials, criteria, equipment, contractual item and payment to be incorporated into the project. The consultant will also provide a bid form listing individual contract pay items, estimated quantities and units of measure for the project. The specs development will be coordinated with the City.

The final response to comments, formatting and preparation of final supplemental technical specifications will be prepared and submitted with the final construction documents. The consultant will incorporate these technical specifications, supplemental technical specifications and bid forms into a set of contract bid documents.

During the procurement process, KHA will:

- 1) Attend a pre-bid meeting to address questions from potential bidders.
- 2) Respond to reasonable technical questions from qualified bidders and issue written responses in the form of one bid addendum, if required, for clarification
- 3) Assist the City staff in preparation to advertise the request for bids for construction of the project.
- 4) Review the bids, prepare a bid tabulation sheet and check references of the three (3) lowest bidders to determine the most responsive and responsible bidder.
- 5) Provide the City with a letter of recommendation based upon its findings.

Deliverables

One hardcopy original and electronic copy of the bid/contract document.

Schedule

The duration of services outlined in Task 8 will be dependent on the City's procurement process.

Task 9 - Construction Phase Services

A. Building & Engineering Permit Assistance

- 1. The Consultant will provide signed and sealed sets of the construction documents for the project for the Client's designated contractor to submit for building and engineering permit.
- 2. The Consultant will make one set of minor revisions to the construction documents and one response to normal requests for information based on the comments received from the City's Engineering Department.

B. Construction Administration Assistance

- 1. Pre-construction Meeting: The Consultant will attend the pre-construction meeting(s) with the Contractor, City and/or County and State inspector(s) to review the project construction schedule and proposed work.
- Project Meetings: Consultant shall attend progress meetings monthly as scheduled by Client with the Contractor to assess the project schedule and Contractor progress for the duration of the construction process. Meeting notes will be prepared and distributed by Consultant. This scope includes up to 5 progress meetings.
- 3. Shop drawing review: The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto). The Consultant shall perform these reviews in accordance with the standard of care of the profession at the time of service.
- 4. Response to Requests for Information (RFI) by the Contractor and Change Order Requests: The Consultant will provide interpretations of the plans and specifications developed in Tasks listed above and provide responses to the requests for information from the contractor during construction. The Consultant will advise the Client if a response to the RFI cannot be made based on a reasonable interpretation of the plans and specifications. The Consultant shall consult with and advise the Client as to the acceptability of substitute materials and equipment that are proposed by the contractor(s).
- Review of Pay Requests: Based on Consultant's observations and on review of applications for payment and accompanying supporting documentation, Consultant shall determine the amounts that Consultant recommends Contractor be paid.

Such recommendations of payment will be in writing and will constitute Consultant representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is Consultant's responsibility to so determine. Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of Contractor's work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

C. Construction Observations

1. Site Civil Periodic Site Visits: The Consultant will provide up to three site visits per week (4 hour per visit) during the construction phase of the project to observe the site civil work for general conformance to the plans, specifications and permit conditions. For the purposes of this proposal, the construction phase is based on a 5 month construction duration established by the City in the Notice to Proceed. Should the Contractor fail to complete the work within the specified time, the Consultant shall provide additional site visits as an Additional Service. The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The Consultant's efforts will be directed toward providing the Client with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. During such visits and on the basis of on-site observations, the Consultant shall keep the Client informed of the progress of the work, shall endeavor to protect the Client against defects and deficiencies in such work, and may disapprove or reject

work if it fails to conform to the Contract Documents. The Consultant shall perform the observations in accordance with the standard of care of the profession at the time of service. The Consultant will provide a bullet format field report for each project visit. The report will summarize project observations as they relate to general conformance with the construction documents.

- Review of As-Built Plans: The Consultant will review the signed and sealed As-Built Plans as provided by the Contractor's professional registered surveyor for the force main plans for general compliance with the plans, specifications and permit conditions.
- 3. Substantial Completion: Upon request of the Client, the Consultant will provide a site visit (in addition to those described above) to review the construction site work for substantial completion and general compliance with the plans specifications and permit conditions. Based on the substantial completion site visit the Consultant will prepare one "punch list" listing additional work to be completed for the site work.
- 4. Final Completion: Upon request of the Client, and confirmation by the contractor that the "punch list" items have been completed, the Consultant will provide a site visit (in addition to those described above) to review the construction site work for final completion and general compliance with the plans specifications and permit conditions. The Consultant will prepare a memo notifying the Client that the work has been completed. The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

D. Certification to Permitting Agencies

 Construction Certification of Completeness to Permitting Agencies: Upon satisfactory completion of the work and submittal of satisfactory as-built drawings by the contractor the Consultant will notify the permitting Agencies that the project has been completed and that based on our periodic site observations and information provided by the contractor that the project has been constructed in general compliance with the site plans, specifications and permit conditions. The Consultant will note significant deviations from the plans, specifications and permit conditions.

Task 10 - Additional Services (Optional)

The consultant will provide, as requested and authorized by the City, additional services that may be required above and beyond those described in Tasks 1 through 9. These services may include but are not limited to such items as the following:

- It is understood that the project will be permitted, bid and built as one single phase. The permitting, bidding and/or construction of multiple phases is not included in this scope, but subsequent phases could be performed as additional services.
- Assistance with acquisitions of easements and/or right-of-way
- Hydraulic modeling (assumed to be performed by City staff)
- Maintenance of traffic (MOT) plans
- Public involvement/information services
- Relocations/modifications of existing utilities other than existing City force main utilities
- · Roadway design and cross-sections
- Design of service lines for domestic water, irrigation, fire service and sanitary sewer within private properties, or between the meters/backflows and the buildings
- Meetings in excess of those described in the above tasks
- Environmental testing and engineering services
- Basis of Design Report (BODR)
- · Feasibility and/or Route Studies
- Dewatering plans
- Design of corrosion protection systems
- · Structural design calculations
- Permitting other than identified in Task 7
- Creation of a new contract document or technical specifications
- Services involving more than 4,450± LF of force main transmission system
- Changes in project extents or main alignments after survey and geotechnical testing services have commenced
- Any other services not specifically listed in Tasks 1 through 9

Information to be Provided by the City

- Utility Atlas and Record ("as-built") Drawings along selected roadways
- City standard "front end" bid/contract documents and forms in electronic word format
- Permit application fees. (As required)
- · Hydraulic modeling and use of City model

FEE AND BILLING

The consultant will accomplish the services outlined in Tasks 1 through 6, 8 and 9 of the Scope of Services for the lump sum fees outlined below. Office expenses have been included within the lump sum amount and include in-house duplicating, facsimile, telephone, postage, in-house blueprinting, word processing, and cellular telephone use. Direct expenses (including but not limited to travel expenses, color bond plots, local mileage, printing and reproduction of plans for use in utility coordination, progress submittals, and permitting), if required, will be billed at 1.05 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Expenses are in addition to the labor amount.

Lump Sum Fees

Task	Description	КНА	Tuossant and Associates, Inc.	Wingerter Laboratories, Inc.
1	Topographic Survey		\$15,000	1-
2	Geotechnical Services			\$5,830
3	Subsurface Utility Exploration	-		\$22,425
4	Site Visit/Data Collection/30% Constr. Drawings	\$25,000		
5	90% Construction Drawings	\$32,000		<u>-</u>
6	Final Construction Drawings	\$12,000	-	<u> </u>
8	Contract and Bid Documents Phase	\$12,000		
9	Construction Phase Services	\$55,500		- 1
	Total Lump Sum Fees	\$136,500	\$15,000	\$28,255

We will also provide services outlined in Tasks 7 and 10 on a labor plus expense basis, not to exceed (N.T.E.) amount unless unforeseen circumstances occur, per the rates in effect at the time the work is performed.

Hourly Services

Task	Description	КНА
7	Regulatory Assistance	\$20,000
10	Additional Services	Hourly as needed

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

The terms and conditions of the City of North Miami's "Professional Architectural and Engineering Services Civil/Environmental Engineering; RFQ#38-09-10" shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the consultant referencing this document as *Exhibit "A"*. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the consultant.

I appreciate this opportunity to submit a letter agreement. Please contact David Bannett, P.E. at (954) 535-5114 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Erik J. Wilczek, P.E.

Vice-President

David A. Bannett, P.E.

Project Manager/Associate

Sand Barrell

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Name:

WINGERTER LABORATORIES, INC.

Engineering Testing & Inspection Services 1820 N. E. 144th Street, North Miami, FL 33181 Telephone No.: (305) 944-3401 Fax No. (305) 949-8698

PRICE QUOTATION

Attn: David Bannett 5200 NW 33 rd Ave., Suite 109 Ft. Lauderdale, Florida 33309 Project: City of North Miami Force Main N.W. 2nd Avenue between N.W. 135th Street and N.W. 131st Street, North Miami, Fl. N.W. 131st Street from N.E. 12th Avenue to N.E. 8th Avenue, North Miami, Fl. N.W. 131st Street from N.E. 12th Avenue to N.E. 8th Avenue, North Miami, Fl. PROPOSED SERVICES: 1 - Perform Nine (9) Standard Penetration Tests with Truck Mounted Drill Rig to a depth of Fifteen (15') depth each x \$18.00/Feet 2 - Boring Layout & Conduct Underground Utility Clearances 3 - Mobilization/Demobilization of Personnel and Equipment 4 - Engineering Evaluation & Recommendations 5 - Maintenance of Traffic and Lane Closure (2 Locations) 6 - Subsurface Utility Exploration at 50 Soft Dig locations including MOT at areas \$22,425.00 TERMS: PO Required, NET 30 Days Conducting the above reference tests involved devising a heavy truck mounted drill rig into the property, and drilling holes into the ground. Wingertes Laboratories, the will contact local stillity companies through the Sunkine Notification Network, which will locate and mark any of their underground filtrius present in the vicinity of the proposed set local analytic onto ap performing the work. However, we will not assume reponsibility and marge tomorphism of the model training activities on ambilization of the truck mounted equipment, frost dending do to prior to modelization to the site, nor we will be responsible to damage to privately owner unbeliation of the truck mounted equipment, frost dending to two resonances constrained to among to provide the modelization to the site, nor we will be responsible to damage to privately owner unbeliation of the responsible to admage to privately owner unbeliation of the responsible to admage to privately owner unbeliation of the such mounted equipment, frost dending to two Prost modelization to the site, nor we will be responsible to damage to privately owner unbeliation of the site, nor we will be responsible to dama	To:		ey-Horn and Associates, Inc.	Date:	July 26 th , 2012	
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Accepted By: Date:	to pay	y for the	ese services as per the terms described abo	ive.	e referenced scope of w	orn una ugree
	Accep	oted By		Date	e:	

Title:



SECTION 1: GENERAL TERM

Local Preference

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. The following criteria meet the local preference requirements:

- A business that has a valid local business tax receipt, issued by the City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased AND;
- A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address OR:
- A business has at least ten (10%) of its total workforce residing in the City of North Miami or subcontractors at least ten percent (10%)
 of its total contractors in the City prior to the City's issuance of the solicitation for supplies or services OR;
- The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami.

The preference is used to evaluate the submittals received from bidders. A preference of ten percent (10%) shall be given to the local businesses total evaluation points of their proposal or ten percent (10%) shall be given to the local businesses total price of their bid.

Comparison of Qualifications

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the City from giving any other preference permitted by law instead of preferences granted, nor prohibit the City to select the bid or proposal which is the most responsible and in the best interests of the City.

SECTION 2: AFFIRMATION

LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses located within the limits of the City of North Miami. A copy of a current Business Tax Receipt must be attached.

□ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City.

☐ Place a check mark here only if affirming bidder meets requirements for workforce Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Workforce Local Preference.

SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (Must complete Forms A-3A: Participation Schedule & A-3B: Statement of Intent)

☐ Place a check mark here only if affirming bidder meets requirements for Subcontractor Local Preference. Fallure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Subcontractor Local Preference.

Company Name: WINGERTER LABORATORIES, INC.

Authorized Signature: X Que W.

Revised 12/23/10

LOCAL PREFERENCE FORM A - 3B

WINGERTER LABORATORIES, INC.

Name of Local Business

Authorized Bidder/Proposer Signature

Bidder/Proposer are required.

Revised 12/16/11

Local Business Contractor



STATEMENT OF INTENT

agrees to perform work on the above contract as (check one)

O a partnership; a corporation; an individual; a joint venture

Name of Local Business

Agreed Price

Date

RFP/IFB NO. 38-09-10

The Local Business will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a

A signed "Statement of Intent" shall be completed by both the proposer/bidder and the owner or authorized principal of each Local Business listed in the Participation Schedule Form A-3A.

contract with the City of North Miami for the work with WINGERTER LABORATORIES, INC.

No.	Type of Work	Engaged	(Or Agreed Percentage)	% of W	/ork
1.	Geotechnical /SUE		\$ 28,255		%
2.			\$		%
3.			\$		%
	TOTAL VALUE	OF WORK	\$0.0	0.0	%
	siness Contact Name (Please Print) NE 144th Street	Title Title Auch Auch Address, City, State & Z			
Jill@ Local Busi	wingerter labcom (여러 보이다면 하는데 이번 나무에게 되었다면 뭐 했다.	Authorized Local Bush	ness Signat	ture
1	1. 3.0	SENIOR PROTECT MANAGE	FR 8-29-1	Z	

Title

NOTE: A copy of the Local Vendor Business Tax Receipt and signatures of Local Business and

LOCAL PREFERENCE FORM A - 3A



CITY OF NORTH MIAMI LOCAL BUSINESS PARTICIPATION SCHEDULE

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Title: Professional Architectural and Engineering Services Civil Environmental Engineering

Bidder/Proposer Kimley Horn and Associates, Inc.

Address, City, State and Zip 5200 N.W. 33rd Ave Fort Lauderdale, FI. 33309

Contact Person David Bunnett P.E.

Tel#(854) 535-5114

Fax # (954) 735 - 2247

ORGANIZATION STATUS

						Work to Be Performed	
Business	Date	Business Name	Business	Business	% of	True of 18 family	Dollar
Association	Engaged		Address	Telephone #	Work	I ype or work	Amount
Bidder/			5200 02.W. 3700 BUE. (654) 535-5114		78.35	78.35 Civil Engineering	\$ 156,500
Proposer		Associates, Inc.	33304			,	
Local		A.R. Toussaint 6	620 M.E. 126" St. (315) 391-7340 7.51	(305) 391-7340	1763	Land Surveying	000 S/¢
Business		Drsociates, Inc.	North Phanippl.				-
Local		Wing with Leborchorie	chries, lac. moth co.	(305) 444-3401	14.14	(365) 444-3401 [4,14 Geofechment / SUF	\$28,255
Business			North Mismi, FL 29 18 1	•			
Local							
Business							
					100%	100% Total Participation	

The listing of a Local Business shall constitute a representation by the bidder/proposer to the City of North Miami that the bidder/proposer believes such Local Business to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained will be verified.

I certify that the above information is true to the best of my knowledge:

8-29-12

Total Contract \$

Authorized Bidder/Proposer Signature

Revised 12/16/11



SECTION 1: GENERAL TERM

Local Preference

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. The following criteria meet the local preference requirements:

- A business that has a valid local business tax receipt, issued by the City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased AND;
- A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address OR;
- 3. A business has at least ten (10%) of its total workforce residing in the City of North Miami or subcontractors at least ten percent (10%) of its total contractors in the City prior to the City's issuance of the solicitation for supplies or services OR;
- The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami.

The preference is used to evaluate the submittals received from bidders. A preference of ten percent (10%) shall be given to the local businesses total evaluation points of their proposal or ten percent (10%) shall be given to the local businesses total price of their bid.

Comparison of Qualifications

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the City from giving any other preference permitted by law instead of preferences granted, nor prohibit the City to select the bid or proposal which is the most responsible and in the best interests of the City.

SECTION 2: AFFIRMATION

<u>LOCAL PREFERENCE CERTIFICATION</u>: The local preference may be applied to businesses located within the limits of the City of North Miami. A copy of a current Business Tax Receipt must be attached.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City.

☐ Place a check mark here only if affirming bidder meets requirements for workforce Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Workforce Local Preference.

SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (Must complete Forms A-3A: Participation Schedule & A-3B: Statement of Intent)

☐ Place a check mark here only if affirming bidder meets requirements for Subcontractor Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Subcontractor Local Preference.

Company Name: A.R. Toussaint & AssociATES, INC.

Authorized Signature: * State Coussaid PRES 5/30/12

Revised 12/23/10

LOCAL PREFERENCE FORM A - 3B



STATEMENT OF INTENT

RFP/IFB NO. 38-09-10

A signed "Statement of Intent" shall be completed by both the proposer/bidder <u>and</u> the owner or authorized principal of each Local Business listed in the Participation Schedule Form A-3A.

Name of Local Business agrees to perform work on the above contract as (check one)

Oa partnership; Oa corporation; Oan individual; Oa joint venture

Local Business Contractor

The Local Business will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the City of North Miami for the work with A.R. Towssairt & Associated Like.

Name of Local Business

Item No.	Type of Work	Date Engaged	Agreed Price (Or Agreed Percentage)	% of Work
1.	Land Surveying		\$ 15,000	%
2.	/ /		\$	%
3.			\$	%
	TOTAL VALUE OF WORK		\$0.0	0.0 %

Albert R. Toussaint	Pres	ident	August 30,2012
Local Business Contact Name (Please Print)	Title		Date
620 N.E. 126th Street,	North Miami, F	1 33161	
Local Bu	siness Address, City, St	ate & Zip Code	
artousaint@aol.com	305-891-7340	all	R. Joussait
Local Business E-Mail address	Phone Number	Authori	ized Local Business Signature
Do Bol	SENIOR PROJECT	MANACER	8.29-12
Authorized Bidder/Proposer Signature	Title		Date

NOTE: A copy of the Local Vendor Business Tax Receipt and signatures of Local Business and Bidder/Proposer are required.



City of North Miami
776 N.E.125 Street • North Miami, FL 33161 • 305-893-6511

Business Tax Receipts

Issued Date: 10/1/2011 Expiration Date: 9/30/2012

Business Tax Receipt #: BT-000182

TOUSSAINT (A.R.) & ASSOC., INC 620 NE 126 ST NORTH MIAMI, FL 33161

LAND SURVEYORS

Business Name / Address: TOUSSAINT (A.R.) & ASSOC., INC 620 NE 126 ST NORTH MIAMI, FL 33161

NOTICE: BUSINESS TAX RECEIPT MUST BE TRANSFERED WHEN BUSINESS IS MOVED OR SOLD.

NON-TRANSFERABLE + POST IN A CONSPICUOUS PLACE + NON-TRANSFERABLE

State of Florida Department of State

I certify from the records of this office that A.R. TOUSSAINT & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on October 1, 1962.

The document number of this corporation is 263114.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on February 29, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the First day of March, 2012

Secretary of State



Authentication ID: 400223374774-030112-263114

To authenticate this certificate visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html